

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

DASSAULT SYSTÈMES SOLIDWORKS
CORPORATION,

Plaintiff,

- v. -

BASARAN CORPORATION,
BASARAN GRINDER CORP.,
BASARAN TOOL CORP., and
SEREF BASARAN

Defendants.

Index No.:

COMPLAINT

Jury Trial Demanded

Plaintiff Dassault Systèmes SolidWorks Corporation (“DS SolidWorks”) by its undersigned counsel as and for its Complaint against Defendants Basaran Corporation (“Basaran”), Basaran Grinder Corp. (“Basaran Grinder”), Basaran Tool Corp. (“Basaran Tool”), and Seref Basaran (collectively “Defendants”) hereby allege as follows:

NATURE OF THE ACTION

This is a copyright infringement, circumvention of technological measures, and Massachusetts Common Law breach of contract action arising out of Basaran’s, Basaran Grinder’s, Basaran Tool’s, and Seref Basaran’s unauthorized and willful use and copying of DS SolidWorks’ SOLIDWORKS software package.

THE PARTIES

1. Plaintiff DS SolidWorks is a Delaware corporation, having a principal place of business at 175 Wyman Street, Waltham, MA 02451-1223.

2. On information and belief, Defendant Basaran is a Delaware Corporation, having a principal place of business at 100 Laser Court, Hauppauge, NY 11788-3912.

3. On information and belief, Defendant Basaran Grinder is a New York corporation, having a principal place of business at 100 Laser Court, Hauppauge, NY 11788-3912.

4. On information and belief, Defendant Basaran Tool is a New York corporation, having a principal place of business at 100 Laser Court, Hauppauge, NY 11788-3912.

5. On information and belief, Defendant Seref Basaran is an adult individual residing at 292 Bow Drive, Hauppauge, NY 11788 who is the Chief Executive Officer of Basaran and Basaran Tool, and the President of Basaran Grinder.

JURISDICTION AND VENUE

6. This action arises under 17 U.S.C. § 101 et seq. for infringement of copyrights owned by DS SolidWorks.

7. This Court has subject matter jurisdiction over these copyright infringement and circumvention claims pursuant to 28 U.S.C. §§ 1331, 1332(a), and 1338(a). This Court has subject matter jurisdiction over the state law claim pursuant to 28 U.S.C. §1367(a).

8. This Court has personal jurisdiction over Basaran, Basaran Grinder, and Basaran Tool because, among other things, Basaran, Basaran Grinder, and Basaran Tool reside in and transact business in New York and in this judicial district.

9. This Court has personal jurisdiction over Seref Basaran because, upon information and belief, Seref Basaran is the CEO of Basaran, Basaran Grinder, and Basaran Tool and a resident of New York, also residing within this judicial district.

10. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)(2), 1391(c)(2), 1391(d), and 1400(a).

BACKGROUND

DS SolidWorks and the Copyrighted Works

11. DS SolidWorks is the creator, author, and owner of the software code for the SOLIDWORKS software package, which is a computer-aided design (“CAD”) software package.

12. DS SolidWorks has created, authored, and is the owner of various “releases” of SOLIDWORKS, each building upon the prior release.

13. DS SolidWorks owns many copyright registrations for the SOLIDWORKS software package, including the registrations in Table 1 below, also attached as Exhibit 1, hereto.

Registration Number	Registration Name
TX 0005225647	SolidWorks 2000
TX 0005666476	SOLIDWORKS 2001 PLUS
TX 0005725523	SOLIDWORKS 2003
TX 0009112305	SOLIDWORKS 2021

Table 1

Detection of Infringement by Defendants

14. The SOLIDWORKS software incorporates detection and monitoring technology that detects and identifies use of unlicensed and unauthorized copies of the SOLIDWORKS software and transmits identifying data to DS SolidWorks over the internet when such unauthorized uses occur.

15. Through its monitoring technology, DS SolidWorks detected at least twenty-two uses of unlicensed and unauthorized copies of the SOLIDWORKS software on at least one computer having Media Access Control (“MAC”) addresses as shown below in Table 2 (the “Computer”).

Computer	MAC Addresses
1	d8f88368b033
	d8f88368b032
	daf88368b032
	3ce1a1d3495b
	d8f88368b036
	62ac20524153
	7c5620524153

	9e427139be04 e2363071fd35
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Table 2

16. Through its monitoring technology, DS SolidWorks detected the email address “seref@basarangrinder.com” on the Computer.
17. The detected email address “seref@basarangrinder.com” uses the email domain “basarangrinder.com”.
18. The URL “basarangrinder.com” directs to Basaran Grinder’s website.
19. The domain “basarangrinder.com” is an email domain established by and/or used by Basaran Grinder. *See*, <https://www.linkedin.com/in/seref-basaran-21431b54/>.
20. The LinkedIn profile of Seref Basaran states that he is the President of Basaran Grinder.
21. Upon information and belief, the email address “seref@basarangrinder.com” is used by Seref Basaran.
22. Seref Basaran is a user of the Computer.
23. Basaran owns licenses to use the SOLIDWORKS software.
24. The SolidSquad crack is a program used to avoid, bypass, deactivate, or otherwise impair DS SolidWorks’ anti-piracy measures.

25. The signature of the SolidSquad (SSQ) crack was detected on the above-mentioned unlicensed and unauthorized copies of the SOLIDWORKS software.

26. Through its monitoring technology, DS SolidWorks detected the MAC addresses d8f88368b032 and d8f88368b033 on the Computer.

27. A computer with MAC addresses d8f88368b032 and d8f88368b033 activated one of Basaran's licenses on September 2, 2021.

28. Basaran uses the Computer.

29. Through its monitoring technology, DS SolidWorks detected that seventeen of the twenty-two unlicensed and unauthorized copies of the SOLIDWORKS software occurred while the Computer was connected to the IP address 71.247.22.26.

30. One of Basaran's licenses was activated on the IP address 71.247.22.26.

31. Basaran uses an internet network with IP address 71.247.22.26.

32. Through its monitoring technology, DS SolidWorks detected Wi-Fi Geolocation data that identified thirteen of the twenty-two uses of unlicensed and unauthorized copies of the SOLIDWORKS software occurred in the vicinity of 100 Laser Court, Hauppauge, NY 11788.

33. Basaran Grinder's principal place of business is 100 Laser Court, Hauppauge, NY 11788.

34. Basaran Tool's principal place of business is 100 Laser Court, Hauppauge, NY 11788.

35. Basaran's principal place of business is 100 Laser Court, Hauppauge, NY 11788.

36. Unlicensed and unauthorized copies of the SOLIDWORKS software were used at the principal place of business of Basaran, Basaran Tool, and Basaran Grinder.

Infringement, Circumvention, and Breach by Basaran, Basaran Grinder, Basaran Tool, and Seref Basaran

37. Upon information and belief, the Computer is owned by at least one of the Defendants.

38. Basaran owns licenses to use SOLIDWORKS software packages.

39. Upon information and belief, Basaran benefits from the use of SOLIDWORKS software packages.

40. Basaran Grinder purports to have "assembled a team of excellent engineers who have many years of experience designing and developing systems."

See www.basarangrinder.com/about/.

41. Engineers use DS SolidWorks' SOLIDWORKS software packages to design and develop systems.

42. Basaran Tool is a division of Basaran Grinder. *See* www.basarantool.com.
43. Basaran Tool purports to “manufacture and regrind all types of can tooling components.” *Id.*
44. DS SolidWorks’ SOLIDWORKS software packages are used in the manufacture of tooling components.
45. Upon information and belief, the Computer has been used by Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, and/or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool.
46. Upon information and belief, Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, and/or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool downloaded one or more copies of SOLIDWORKS from the internet.
47. Upon information and belief, Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, and/or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool installed one or more copies of SOLIDWORKS on the Computer.
48. Upon information and belief, during the installation of SOLIDWORKS on the Computer, Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, and/or persons under the control of Basaran,

Basaran Grinder, and/or Basaran Tool, accepted DS SolidWorks' License Agreement. The License Agreement is attached as Exhibit 2, hereto.

49. The License Agreement states “[y]ou may not load or use [SOLIDWORKS] in any computer or copy it without a right to do so from [DS SolidWorks.]” Exhibit 2, p. 2.

50. The License Agreement states “DS [SolidWorks] also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to [SOLIDWORKS.] You may not take any steps to avoid or defeat the purpose of any such measures. Use of [SOLIDWORKS] without any required lock device or authorization key provided by DS is prohibited.” Exhibit 2, p. 24.

51. Through its monitoring technology, DS SolidWorks detected the signature of the SolidSquad (SSQ) crack, a program used to defeat the purposes of DS SolidWorks' access control measures.

52. Upon information and belief, Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, and/or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool ran the SolidSquad (SSQ) crack on the Computer following the installation of SOLIDWORKS.

53. Upon information and belief, Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, and/or persons under the control of

Basaran, Basaran Grinder, and/or Basaran Tool launched (executed) and/or used one or more unlicensed and unauthorized copies of SOLIDWORKS on the Computer.

54. Defendants did not have authorization from DS SolidWorks to launch (execute) and/or use SOLIDWORKS for the above referenced unlicensed and unauthorized uses.

55. Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool and/or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool, have been using DS SolidWorks' SOLIDWORKS software packages without authorization or permission from DS SolidWorks at least from October 6, 2021 to December 14, 2021.

56. Upon information and belief, Basaran, Basaran Grinder, and/or Basaran Tool received a direct financial benefit from the use of SOLIDWORKS by Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool.

Notice of Infringement to Defendants

57. On December 15, 2021, counsel for DS SolidWorks sent a first letter to Basaran, offering to resolve Basaran's unauthorized use of DS SolidWorks' SOLIDWORKS software packages on the Computer. The December 15, 2021, letter is attached as Exhibit 3, hereto.

58. Between December 15, 2021, and February 22, 2021, a compliance mediator from DS SolidWorks contacted Basaran regarding the possibility of resolving Basaran's unauthorized use of DS SolidWorks' SOLIDWORKS software packages via a series of email messages and phone calls. No resolution was reached. Emails between the DS Compliance Mediator and Basaran are attached as Exhibit 4, hereto.

59. On February 22, 2022, counsel for DS SolidWorks sent a second letter to Basaran via email and first-class mail regarding the possibility of resolving Basaran's unauthorized use of DS SolidWorks' SOLIDWORKS software packages. The February 22, 2022 letter is attached as Exhibit 5, hereto.

60. Between February 23, 2022, and March 26, 2022, counsel for DS SolidWorks and Basaran engaged in a series of communications regarding the possibility of resolving Basaran's unauthorized use of DS SolidWorks' SOLIDWORKS software packages via a series of email messages. No resolution was reached.

COUNT I

FEDERAL COPYRIGHT INFRINGEMENT (17 U.S.C. § 501) **(against all Defendants)**

61. DS SolidWorks repeats and incorporates herein each of the preceding paragraphs.

62. SOLIDWORKS, including SOLIDWORKS 2021, is an original work of DS SolidWorks and is protectable by the copyright laws of the United States.

63. DS SolidWorks owns all rights and title to the copyrights for SOLIDWORKS.

64. At least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool downloaded the SOLIDWORKS 2021 release of the SOLIDWORKS software to a computer storage unit, such as a hard disk drive, via the Internet, thereby creating a copy of the SOLIDWORKS software without authorization or permission from DS SolidWorks.

65. Subsequently to downloading a copy of SOLIDWORKS, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool installed, executed, and used the SOLIDWORKS software on one or more computers without authorization or permission from DS SolidWorks.

66. Each time at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool executed SOLIDWORKS, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool caused

a computer to copy the SOLIDWORKS software code stored on the computer storage unit (e.g., hard disk drive) to the computer's volatile memory, e.g., random access memory (RAM) without authorization or permission from DS SolidWorks.

67. At least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool executed SOLIDWORKS at least on the Computer.

68. By making unauthorized copies of SOLIDWORKS as described above, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool infringed and violated (directly or indirectly) DS SolidWorks' copyrights in SOLIDWORKS and the SOLIDWORKS Copyright Registrations, including at least DS SolidWorks' exclusive right under 17 U.S.C. § 106(1) "to reproduce the copyrighted work in copies."

69. Upon information and belief, Basaran, Basaran Grinder, and Basaran Tool received a direct financial benefit from the above-described infringement of DS SolidWorks' copyrights.

70. At least one of Basaran's, Basaran Tool's, Basaran Grinder's, or Seref Basaran's infringement and violation of DS SolidWorks' copyrights has been knowing and willful.

71. DS SolidWorks has been damaged by the aforementioned infringement.

COUNT II

CIRCUMVENTION OF TECHNOLOGICAL MEASURES
(17 U.S.C. § 1201)
(against all Defendants)

72. DS SolidWorks repeats and incorporates herein each of the preceding paragraphs.

73. SOLIDWORKS includes technological measures that effectively control access to the SOLIDWORKS software, including a requirement during installation to input an authorized License Key provided by DS SolidWorks to properly-licensed users of SOLIDWORKS to “unlock” SOLIDWORKS and thereby allow the installation, subsequent use of, and access to SOLIDWORKS.

74. Neither Basaran, Basaran Grinder, Basaran Tool, nor Seref Basaran received an authorized License Key from DS SolidWorks for the above referenced unlicensed and unauthorized uses.

75. Upon information and belief, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool circumvented the technological measures incorporated in SOLIDWORKS to gain access to SOLIDWORKS by

avoiding, bypassing, deactivating, or otherwise impairing such technological measures, including at least during the installation of SOLIDWORKS.

76. Upon information and belief, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool, used a SolidSquad (SSQ) crack signature to avoid, bypass, deactivate, or otherwise impair such technological measures.

77. By avoiding, bypassing, deactivating, or otherwise impairing the technological measures to control access to SOLIDWORKS, including by avoiding, bypassing, deactivating, or otherwise impairing the input of an authorized License Key, during the installation process, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool have violated 17 U.S.C. § 1201.

78. Upon information and belief, at least one of Basaran, Basaran Grinder, or Basaran Tool received a direct financial benefit from the above-described circumvention.

79. DS SolidWorks has been damaged by at least one of Seref Basaran's, Basaran's, Basaran Grinder's, or Basaran Tool's above-described actions.

COUNT III

BREACH OF CONTRACT
(Massachusetts Common Law)

80. DS SolidWorks repeats and incorporates herein each of the preceding paragraphs.

81. The installation of SOLIDWORKS 2021 requires the user to accept the terms of the SOLIDWORKS License Agreement. *See* Exhibit 2.

82. At least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool accepted the SOLIDWORKS License agreement when they installed SOLIDWORKS 2021.

83. The License Agreement states “You may not load or use [SOLIDWORKS] in any computer or copy it without a right to do so from [DS SolidWorks.]” Exhibit 2, p. 2.

84. Seref Basaran, Basaran, Basaran Grinder, and Basaran Tool did not receive a right to load, use or copy SOLIDWORKS from DS SolidWorks for the above referenced unlicensed and unauthorized uses.

85. At least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool downloaded the SOLIDWORKS 2021 release of the SOLIDWORKS software to a computer storage unit, such as a hard disk drive, via

the Internet, thereby creating a copy of the SOLIDWORKS software without a right to do so from DS SolidWorks.

86. Subsequent to downloading a copy of SOLIDWORKS, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool executed, and used the SOLIDWORKS software on one or more computers without a right to do so from DS SolidWorks.

87. Each time at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool executed SOLIDWORKS, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool caused a computer to copy the SOLIDWORKS software code stored on the computer storage unit (e.g., hard disk drive) to the computer's volatile memory, e.g., random access memory (RAM) without a right to do so from DS SolidWorks.

88. At least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool executed SOLIDWORKS at least on the Computer.

89. By copying SOLIDWORKS as described above, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons

under the control of Basaran, Basaran Grinder, and/or Basaran Tool breached the License Agreement by copying SOLIDWORKS without the right to do so.

90. By loading SOLIDWORKS onto the Computer, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool breached the License Agreement by loading SOLIDWORKS without the right to do so.

91. By using SOLIDWORKS on the Computer, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool breached the License Agreement by using SOLIDWORKS without the right to do so.

92. The License Agreement states “DS [SolidWorks] also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to [SOLIDWORKS.] You may not take any steps to avoid or defeat the purpose of any such measures. Use of any Offering without any required lock device or authorization key provided by DS is prohibited.” Exhibit 2, p. 24.

93. Upon information and belief, after installing SOLIDWORKS, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool ran the SolidSquad (SSQ) crack program.

94. Running the SolidSquad (SSQ) crack program is a step to avoid or defeat the purpose of the license authorization key to control access to SOLIDWORKS.

95. By running the SolidSquad (SSQ) crack program, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool breached the License Agreement.

96. DS SolidWorks did not provide Seref Basaran, Basaran, Basaran Grinder, or Basaran Tool a license authorization key for the copies of SOLIDWORKS used on the Computer by at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool for the above referenced unlicensed and unauthorized uses.

97. By using the SOLIDWORKS software without a license authorization key provided by DS SolidWorks, at least one of Seref Basaran, employees of Basaran, Basaran Grinder, and/or Basaran Tool, or persons under the control of Basaran, Basaran Grinder, and/or Basaran Tool breached the License Agreement.

98. The License Agreement states that it is to be governed by the law of the Commonwealth of Massachusetts. Exhibit 2, p. 3.

99. DS SolidWorks has been damaged by the aforementioned breach.

PRAYER FOR RELIEF

WHEREFORE, DS SolidWorks prays for relief as follows:

A. For a judgment determining that Seref Basaran, Basaran, Basaran Grinder and Basaran Tool have infringed DS SolidWorks' copyrights in violation of 17 U.S.C. § 501;

B. For a judgment determining that Seref Basaran, Basaran, Basaran Grinder and Basaran Tool have circumvented a technological measure that controls access to the SOLIDWORKS software in violation of 17 U.S.C. § 1201;

C. For a finding that such infringement and/or circumvention was willful;

D. For a judgment determining that Seref Basaran, Basaran, Basaran Grinder and Basaran Tool have breached the License Agreement under Massachusetts Common Law;

E. For a judgment preliminarily and permanently enjoining and restraining Seref Basaran, Basaran, Basaran Grinder and Basaran Tool, including their officers, directors, employees, agents, and servants, and all those in active concert of participation with any of them from directly or indirectly infringing DS SolidWorks' copyrights;

F. For a judgment awarding DS SolidWorks (i) its actual damages in an amount to be determined in excess of \$75,000, (ii) any profits of Seref Basaran,

Basaran, Basaran Grinder, and Basaran Tool, (iii) statutory damages of \$150,000 per act of infringement, and (iv) costs of this action including attorneys' fees as permitted pursuant to 17 U.S.C. §§ 504 and 505;

G. For a judgment awarding DS SolidWorks any other damages to which it is entitled under statute or common law; and

H. For such other and further relief as the Court deems just and proper.

DEMAND FOR A JURY TRIAL

DS SolidWorks hereby demands a trial by jury in this action.

Respectfully Submitted,



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